

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  APCO Associates Inc.	2. Registration No.  4561
3. Name of Foreign Principal  Government of India	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

As described in the attached written agreement, the Registrant will provide strategic advice and counsel to the foreign principal concerning issues affecting U.S./India relations and will assist in encouraging U.S. foreign investment in India.

The fee for these services is \$25,000 per month for the period of January 1, 2000 to March 31, 2000.


8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As described in the attached written agreement, the Registrant will provide strategic advice and counsel to the foreign principal concerning issues affecting U.S./India relations and will assist in encouraging U.S. foreign investment in India.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may, on occasion, include communications on behalf of the foreign principal with Executive Branch officials, officials of government agencies, or members of the U.S. Senate and House of Representatives and their staff concerning issues affecting U.S./India relations.

Date of Exhibit B	Name and Title	Signature
1/18/00	Terry Judd, Vice President	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

## AGREEMENT

This Agreement is made on the 4<sup>th</sup> of January 2000 between the Embassy of the Government of India in Washington, D.C. (hereafter referred to as "the Embassy") and the APCO Associates Inc. (hereafter referred to as "the Firm"), a Washington, D.C. based public affairs and strategic communications company.

The parties have agreed as follows:

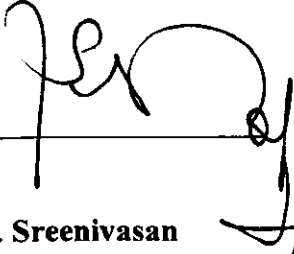
1. The maintenance and continued growth of understanding and cooperation between India and the United States is largely dependent upon the projection of a fair and accurate image of India's vast economic resources, increasing business opportunities for American firms, excellent tourist attractions and dynamic modern social structure. In that regard, it is important that key decision-makers and opinion makers in the United States be properly informed about India's important economic achievements and future business potential.
2. The ability of key decision-makers and opinion makers in the United States to properly appreciate India's economic achievements also requires these decision-makers and opinion-makers have a detailed, correct and balanced understanding of various political issues in India today, including human rights matters, nuclear nonproliferation matters and the current state of affairs in various regions of India.
3. To fulfill these important objectives the Firm shall conduct meetings with the Members and staff of the United States Senate and House of Representatives, and render assistance for meetings with key officials in selected departments and agencies of the Executive Branch or independent Commissions.
4. The Firm shall advise and assist the Embassy in dealing with legislation pending in the Congress which could have an adverse impact on the economic, political or diplomatic relationships between India and the United States.
5. The Firm also shall assist the Embassy in promoting greater appreciation and recognition in the United States of India's emerging role as a friend and economic partner of the United States. In that regard, the Firm shall assist the Embassy in encouraging United States businesses to make foreign investments in India.

6. The Firm shall provide written reports to the Ambassador and the Deputy Chief of Mission, Embassy of India in Washington, on a biweekly basis, or more frequently when required, and meet with the Deputy Chief of Mission and other relevant Embassy officials on a regular basis to discuss the Firm's activities on behalf of the Embassy.
7. The Firm shall create a team of professionals in order to carry out the functions of this agreement. Central to this team is APCO Senior Counselor Stephen Solarz. He shall be assisted by other APCO professionals as needed and as permitted by the budget.
8. As compensation for these services, the Firm shall receive a monthly fee of US \$25,000, payable at the end of the corresponding month, for the period of January 1, 2000 to March 31, 2000, which shall include all expenses. This fee shall include the cost of at least one visit to India by representatives of the Firm.
9. This agreement shall take effect from January 1, 2000 and shall continue through March 31, 2000.
10. The Firm shall carry out all of its activities within the framework of this agreement under the direction and supervision of the Embassy. The Embassy agrees to coordinate with the Firm the activities of any other lobbying or public relations companies the Embassy has retained or may choose to retain during the term of this agreement.
11. The Firm shall safeguard and protect as confidential any political, military, economic or other sensitive information provided the Firm in confidence by the Embassy and shall return any such information upon request by the Embassy and shall not retain a copy of any such information in any form.
12. The Firm affirms that it does not represent any client whose interests are in conflict with or hostile to the interests or concerns of the Government of India. The Firm shall always remain cognizant of the interests and concerns of its client and shall not undertake any representation of any client whose interests may be hostile to or in conflict with the Embassy without prior consultations with relevant officials of the Embassy. If the Firm fails to honor its obligations in this regard, this Agreement is subject to termination at the discretion of the Embassy. No notice period will be

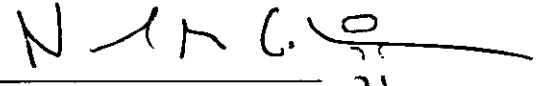
required for termination and payment will be made on a pro rata basis only up to the date on which the letter terminating the contract on the above ground is issued by the Embassy. Further, in case of any breach of Agreement by the Firm, the Embassy shall also be entitled to suitable compensation or other legal remedies including the right to restrain the Firm from rendering continued assistance to and representing its other clients whose interests are in conflict with or hostile to the interests or concerns of the Government of India.

13. Any difference arising from this Agreement shall be resolved through mutual consultations between the Parties subject to the laws of the United States of America which shall govern any interpretation or application of the Agreement.

EMBASSY OF THE GOVERNMENT OF INDIA      APCO ASSOCIATES INC.

By   
T.P. Sreenivasan  
Deputy Chief of Mission 4/JAN/2000

Date 4 January, 2000

By   
Neal Cohen  
Managing Director

Date 4 January, 2000

APCO ASSOCIATES INC.  
4 JAN 2000